

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of: PACKES et al.

Serial No.: 09/930,717.

Filing Date: August 15, 2001

For: SYSTEM AND METHOD FOR
AUTOMATED PLAY OF LOTTERY
GAMES



Examiner: Not Yet Assigned

Group Art Unit: Not Yet Assigned

Attorney Docket No: 00-065

Customer No.: 22927



Assistant Commissioner for Patents
Washington, D.C. 20231

PETITION UNDER 37 C.F.R. 1.47(a)
TO REQUEST ACCEPTANCE OF NATIONAL APPLICATION
WITHOUT PARTICIPATION OF ONE OR MORE INVENTORS

Sir:

Applicants request acceptance of the present application without participation of one or more inventors, which inventor(s) have either refused to join in the application or cannot be found or reached after diligent effort.

Relevant facts and proof

Applicants filed the present patent application on August 15, 2001. No Oath or Declaration was filed with the application on August 15, 2001.

John Packes, Jr., an inventor on the present application, was employed by Walker Digital until November 22, 2000. His address at the time of his employment by Walker Digital was: 21 Frankford Street, Hawthorne, NY 10532.

Michael Steib, an inventor on the present application, was employed by Virtual Lottery, an affiliate of Walker Digital, until January 31, 2001. His address at the time of his employment by Virtual Lottery was: 308 East 83rd Street, Apartment 1B, New York, NY 10028.

Andrew Golden, an inventor on the present application, was employed by Walker Digital until November 22, 2000. His address at the time of his employment by Walker Digital was: 444 Bedford Street, Apartment 2A, Stamford, CT 06901.

Thomas Sparico, an inventor on the present application, is no longer employed by Walker Digital. His last known address was: 525 East 72nd Street, Apartment 23F, New York, NY 10021.

On September 7, 2001, Applicants prepared and mailed to **John Packes, Jr.** at what was his last known address: 21 Frankford Street, Hawthorne, NY 10532, the following documents: 1) Cover Letter; 2) Assignment of Rights, Title and Interest in Invention; 3) Declaration and Power of Attorney; and 4) Copy of the present Application with Figures. *Please see AFFIDAVIT OF VERONIKA LELIEVER, and EXHIBIT A (Cover Letter mailed September 7, 2001).*

On September 7, 2001, Applicants prepared and mailed to **Michael Steib** at what was his last known address: 308 East 83rd Street, Apartment 1B, New York, NY 10028, the following documents: 1) Cover Letter; 2) Assignment of Rights, Title and Interest in Invention; 3) Declaration and Power of Attorney; and 4) Copy of the present Application with Figures. *Please see AFFIDAVIT OF VERONIKA LELIEVER, and EXHIBIT B (Cover Letter mailed September 7, 2001).*

On September 7, 2001, Applicants prepared and mailed to **Andrew Golden** at what was his last known address: 444 Bedford Street, Apartment 2A, Stamford, CT 06901, the following documents: 1) Cover Letter; 2) Assignment of Rights, Title and Interest in Invention; 3) Declaration and Power of Attorney; and 4) Copy of the present Application

with Figures. *Please see AFFIDAVIT OF VERONIKA LELIEVER, and EXHIBIT C*
(Cover Letter mailed September 7, 2001).

On September 7, 2001, Applicants prepared and mailed to **Thomas Sparico** at what was his last known address: 525 East 72nd Street, Apartment 23F, New York, NY 10021, the following documents: 1) Cover Letter; 2) Assignment of Rights, Title and Interest in Invention; 3) Declaration and Power of Attorney; and 4) Copy of the present Application with Figures. *Please see AFFIDAVIT OF VERONIKA LELIEVER, and EXHIBIT D*
(Cover Letter mailed September 7, 2001).

On September 14, 2001, October 3, 2001, October 13, 2001 and October 24, 2001, Applicants made contact with **John Packes, Jr.** via email. John Packes, Jr. confirmed receipt of the documents mailed to his home and indicated that he would come into the office to sign them. John Packes, Jr. did not come into the office to sign the documents. *Please see AFFIDAVIT OF JAMES JORASCH.*

On October 4, 2001, Applicants discovered that the address on the package mailed to **Thomas Sparico** on September 7, 2001 contained transposed numbers. Applicants corrected the address and mailed to Thomas Sparico at what was then his last known address: 525 East 72nd Street, Apartment 23F, New York, NY 10021, another set of the following documents: 1) Cover Letter; 2) Assignment of Rights, Title and Interest in Invention; 3) Declaration and Power of Attorney; and 4) Copy of the present Application with Figures. *Please see AFFIDAVIT OF VERONIKA LELIEVER, and EXHIBIT E*
(Cover Letter mailed October 4, 2001).

On October 4, 2001 and October 15, 2001, Applicants attempted to contact **John Packes, Jr.** via telephone. Applicants left messages at John Packes, Jr.'s last known telephone number of (914) 414-6419 requesting that he call Applicants to confirm receipt of and/or inform as to the status of documents mailed to his home. John Packes, Jr. did not return these telephone calls. *Please see AFFIDAVIT OF MICHAEL BRINTON.*

On October 4, 2001 and October 12, 2001, Applicants attempted to contact **Michael Steib** via telephone. Applicants left messages at Michael Steib's last known telephone number of (212) 288-5211 requesting that he call Applicants to confirm receipt of documents mailed to his home. Michael Steib did not return these telephone calls.

Please see AFFIDAVIT OF MICHAEL BRINTON.

On October 4, 2001 Applicants attempted to contact **Andrew Golden** via telephone. Applicants left messages at Andrew Golden's last known telephone number of (646) 373-4226 requesting that he call Applicants to confirm receipt of documents mailed to his home. Andrew Golden did not return these telephone calls. *Please see AFFIDAVIT OF MICHAEL BRINTON.*

On October 5, 2001 Applicants received a telephone call from **Michael Steib** in which he confirmed receipt of the documents pertaining to the present application. Michael Steib informed Applicants that he would not sign documents pertaining to the present Application until he was reimbursed for the following outstanding compensation due by Walker Digital: 1) Absentee compensation; 2) Referral bonus of \$3000; and 3) Compensation for signature of documents pertaining to the present application. *Please see AFFIDAVIT OF VERONIKA LELIEVER.*

On October 8, 2001, Applicants prepared and mailed to **Michael Steib** at what was his last known address: 308 East 83rd Street, Apartment 1B, New York, NY 10028, another package containing the following documents: 1) Cover Letter; 2) Assignment of Rights, Title and Interest in Invention; 3) Declaration and Power of Attorney; and 4) Copy of the present Application with Figures. In the cover letter, Applicants reminded Michael Steib of his Employee Confidentiality and Assignment Agreement, which he executed on February 14, 2000 as condition for his employment. *Please see AFFIDAVIT OF VERONIKA LELIEVER, and EXHIBIT F (Cover Letter mailed October 8, 2001).*

On October 12, 2001 Applicants attempted to contact **Thomas Sparico** via telephone. Applicants left messages at Thomas Sparico's last known telephone number of (914) 441-

2278 requesting that he call Applicants to confirm receipt of documents mailed to his home. *Please see AFFIDAVIT OF MICHAEL BRINTON.*

On October 15, 2001, Applicants prepared and mailed to **Andrew Golden** at what was his last known address: 444 Bedford Street, Apartment 2A, Stamford, CT 06901, another package containing the following documents: 1) Cover Letter; 2) Assignment of Rights, Title and Interest in Invention; 3) Declaration and Power of Attorney; and 4) Copy of the present Application with Figures. *Please see AFFIDAVIT OF VERONIKA LELIEVER, and EXHIBIT G cover Letter mailed October 15, 2001).*

On October 17, 2001, upon his request, Applicants faxed to **Michael Steib** a copy of his Employee Confidentiality and Assignment Agreement. *Please see AFFIDAVIT OF VERONIKA LELIEVER, and EXHIBIT H fax dated October 17, 2001).*

On or before October 23, 2001, Applicants received an originally executed Assignment and Declaration and Power of Attorney from **Thomas Sparico**. The Assignment had not been notarized as previously requested.

On October 23, 2001, Applicants prepared and mailed to **Thomas Sparico** at what was his last known address: 525 East 72nd Street, Apartment 23F, New York, NY 10021, another package containing the following documents: 1) Cover Letter; 2) Assignment of Rights, Title and Interest in Invention; 3) Declaration and Power of Attorney; and 4) Copy of the present Application with Figures. In the cover letter, Applicants requested that Thomas Sparico re-sign the documents, remembering to have the Assignment notarized. *Please see AFFIDAVIT OF VERONIKA LELIEVER, and EXHIBIT I (Cover Letter mailed October 23, 2001).*

On November 16, 2001, Applicants received a telephone call from **Michael Steib**. Michael Steib informed Applicants that according to his advisor, the Employee Confidentiality and Assignment Agreement was not valid due to Walker Digital not

having fulfilled its end of the contract. *Please see AFFIDAVIT OF VERONIKA LELIEVER.*

On November 20, 2001, in a telephone **Thomas Sparico** informed Applicants that he had not received the documents mailed to his home on October 4, or October 23, 2001. He confirmed his home address as being correct. *Please see AFFIDAVIT OF MICHAEL BRINTON.*

Also on November 20, 2001, Applicants prepared and mailed to **Thomas Sparico** at what was his last known address: 525 East 72nd Street, Apartment 23F, New York, NY 10021, another package containing the following documents pertaining to Walker Digital case numbers 00-065 and 01-033: 1) Cover Letter; 2) Assignment of Rights, Title and Interest in Invention; 3) Declaration and Power of Attorney; and 4) Copy of the present Application with Figures. In the cover letter, Applicants requested that Thomas Sparico re-sign the documents, remembering to have the Assignment notarized. *Please see AFFIDAVIT OF VERONIKA LELIEVER, and EXHIBIT J (Cover Letter mailed November 20, 2001).*

On November 28, 2001, in a telephone conversation **Thomas Sparico** confirmed with Applicants that he had received some applications but could not confirm which ones. He informed Applicants that he would call back after 4:00 p.m. the same day. He did not return this call. *Please see AFFIDAVIT OF MICHAEL BRINTON.*

On December 10, 2001 and December 17, 2001, Applicants attempted to contact **Thomas Sparico** via telephone. Applicants left messages at Thomas Sparico's last known telephone number of (914) 441-2278 requesting that he call Applicants to confirm receipt of documents mailed to his home. Thomas Sparico did not return these telephone calls. *Please see AFFIDAVIT OF MICHAEL BRINTON.*

On December 20, 2001, Applicants prepared and mailed to **John Packes, Jr.** at what was his last known address: 21 Frankford Street, Hawthorne, NY 10532, another package

containing the following documents pertaining to Walker Digital case numbers 00-065 and 01-040: 1) Cover Letter; 2) Assignment of Rights, Title and Interest in Invention; 3) Declaration and Power of Attorney; and 4) Copy of the present Application with Figures. *Please see AFFIDAVIT OF MICHAEL BRINTON, and EXHIBIT K (Cover Letter mailed December 20, 2001).*

Since September 17, 2001, neither **John Packes, Jr., Michael Steib, Andrew Golden** nor **Thomas Sparico** have signed and notarized the Assignment and Declaration for the present Application.

Last known address(es) of the non-signing inventor(s)

The latest address of John Packes, Jr. is:

21 Frankford Street
Hawthorne, NY 10532

The latest address of Michael Steib is:

308 East 83rd Street
Apartment 1B
New York, NY 10028

The latest address of Andrew Golden is:

444 Bedford Street
Apartment 2A
Stamford, CT 06901

The latest address of Thomas Sparico is:

525 East 72nd Street
Apartment 23F
New York, NY 10021

Oath or Declaration

Applicants have filed an oath or declaration signed by all the available joint inventors with the signature block of the non-signing inventor(s) left blank.

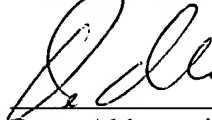
Petition Fee

Please charge \$130.00 for this petition to our Deposit Account No. 50-0271.
Please charge any additional fees that may be required for this Petition, or credit any overpayment to Deposit Account No. 50-0271.

If an extension of time is required, or if an additional extension of time is required in addition to that requested in a petition for an extension of time, please grant a petition for that extension of time which is required to make this Response timely, and please charge any fee for such extension to Deposit Account No. 50-0271.

December 28, 2001

Respectfully submitted,



Dean Alderucci
Attorney for Applicants
Registration No. 40,484
Walker Digital Corporation
Five High Ridge Park
Stamford, CT 06905-1326
(203) 461-7337 / voice
(203) 461-7300 / fax



AFFIDAVIT OF VERONIKA LELIEVER

I am employed by Walker Digital as a senior patent paralegal.

On September 7, 2001, I had prepared and mailed to **John Packes, Jr.** to what was then his last known addresses: 21 Frankford Street, Hawthorne, NY 10532, the cover letter marked as Exhibit A, along with a copy of the present application, Combined Declaration and Power of Attorney, Assignment and self- addressed stamped envelope for return to me. The cover letter included instructions to sign certain documents and return the same to me. The cover letter also included my telephone number should they require assistance.

On September 7, 2001, I had prepared and mailed to **Michael Steib** to what was then his last known addresses: 308 East 83rd Street, Apartment 1B, New York, NY 10028, the cover letter marked as Exhibit B, along with a copy of the present application, Combined Declaration and Power of Attorney, Assignment and self- addressed stamped envelope for return to me. The cover letter included instructions to sign certain documents and return the same to me. The cover letter also included my telephone number should they require assistance.

On September 7, 2001, I had prepared and mailed to **Andrew Golden** to what was then his last known addresses: 444 Bedford Street, Apartment 2A, Stamford, CT 06901, the cover letter marked as Exhibit C, along with a copy of the present application, Combined Declaration and Power of Attorney, Assignment and self- addressed stamped envelope for return to me. The cover letter included instructions to sign certain documents and return the same to me. The cover letter also included my telephone number should they require assistance.

On September 7, 2001, I had prepared and mailed to **Thomas Sparico** to what was then his last known addresses: 525 East 72nd Street, Apartment 23F, New York, NY 10021, the cover letter marked as Exhibit D, along with a copy of the present application, Combined Declaration and Power of Attorney, Assignment and self- addressed stamped envelope for return to me. The cover letter included instructions to sign certain documents and return the same to me. The cover letter also included my telephone number should they require assistance.

On October 4, 2001, upon review of the case, I discovered that the address on the package mailed to **Thomas Sparico** on September 7, 2001 contained transposed numbers. I corrected the address and I had prepared and mailed to Thomas Sparico at what was then his last known address: 525 East 72nd Street, Apartment 23F, New York, NY 10021, the cover letter marked as Exhibit E, along with another copy of the present application, Combined Declaration and Power of Attorney, Assignment and self- addressed stamped envelope for return to me.

On October 5, 2001 **Michael Steib** called me. He told me that he received the documents for the present application. He told me that he had some problems signing the documents as Walker Digital owes him some outstanding compensation: 1) Absentee compensation; 2) Referral bonus of \$3000; and 3) Compensation for signature of documents pertaining to the present application.

On October 8, 2001, I prepared and had mailed to **Michael Steib** the cover letter marked as Exhibit F, along with another copy of the present application, Combined Declaration and Power of Attorney, Assignment and self-addressed stamped envelope for return to me. In this cover letter, I reminded Michael Steib of his Employee Confidentiality and Assignment Agreement which he executed on February 14, 2000 as a condition for employment.

On October 15, 2001, I prepared and had mailed to **Andrew Golden** the cover letter marked as Exhibit G, along with another copy of the present application, Combined Declaration and Power of Attorney, Assignment and self-addressed stamped envelope for return to me.

On October 17, 2001, upon his request, I faxed to **Michael Steib** (attached as Exhibit H) a copy of his Employee Confidentiality and Assignment Agreement.

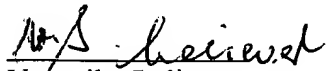
On or before October 23, 2001, I received an originally executed Assignment and Declaration and Power of Attorney from **Thomas Sparico**. The Assignment had not been notarized as requested.

On October 23, 2001, I prepared and had mailed to **Thomas Sparico** the cover letter marked as Exhibit I, along with another copy of the present application, Combined Declaration and Power of Attorney, Assignment and self-addressed stamped envelope for return to me. In this letter, I requested that Thomas Sparico re-sign the documents, remembering to have the Assignment notarized, and to mail the documents back to me in the self-addressed envelope provided.

On November 16, 2001, I received a telephone call from **Michael Steib**. He told me that according to his advisor, the Employee Confidentiality and Assignment Agreement was not valid due to Walker Digital not having fulfilled its end of the contract.

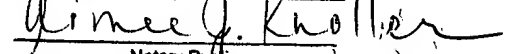
On November 20, 2001, I prepared and had mailed to **Thomas Sparico** the cover letter marked as Exhibit J, along with another copy of the present application, Combined Declaration and Power of Attorney, Assignment and self-addressed stamped envelope for return to me.

As of today, neither **John Packes, Jr., Michael Steib, Andrew Golden** nor **Thomas Sparico** have returned to me originally executed and notarized documents pertaining to the present application.


Veronika Leliever

December 28, 2001

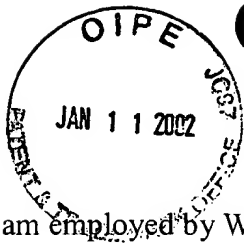
Subscribed and sworn to before me
this 28th day of Dec. 2001


Notary Public

My Commission Expires Aug. 31, 2003

AIMEE J. KNOLLER
NOTARY PUBLIC

MY COMMISSION EXPIRES AUG. 31, 2003



AFFIDAVIT OF MICHAEL BRINTON

I am employed by Walker Digital as a paralegal.

On October 4, 2001, I left a telephone message for **John Packes, Jr.** at the number he left as contact data after ceasing employment with Walker Digital (914) 414-6419, requesting that he call me to confirm receipt of the documents mailed to his home on September 7, 2001. I provided my telephone number in this message.

On October 4, 2001, I left a telephone message for **Michael Steib** at the number he left as contact data after ceasing employment with Virtual Lottery (212) 288-5211, requesting that he call me to confirm receipt of the documents mailed to his home on September 7, 2001.

On October 4, 2001, I left a telephone message for **Andrew Golden** at the number he left as contact data after ceasing employment with Walker Digital (646) 373-4226, requesting that he call me to confirm receipt of the documents mailed to his home on September 7, 2001. I provided my telephone number in this message.

On October 12, 2001, I left a telephone message for **Thomas Sparico** at the number he left as contact data after ceasing employment with Walker Digital (914) 441-2278, requesting that he call me to confirm receipt of the documents mailed to his home on October 4, 2001. I provided my telephone number in this message.

On October 12, 2001, I left another telephone message for **Michael Steib** at the number he left as contact data after ceasing employment with Virtual Lottery (212) 288-5211, requesting that he call me to confirm receipt of the documents mailed to his home on September 7, 2001 and October 8, 2001. I provided my telephone number in this message.

On October 15, 2001, I left another telephone message for **John Packes, Jr.** at the number he left as contact data after ceasing employment with Walker Digital (914) 414-6419, requesting that he call me to inform me of the status of the documents mailed to his home on September 7, 2001. I provided my telephone number in this message.

On November 20, 2001, in a telephone conversation with **Thomas Sparico**, he informed me that he had not received the documents mailed to his home on October 4, or October 23, 2001. He confirmed his home address as being correct. I told him that I would re-send the documents to his home address.


On November 28, 2001, in a telephone conversation with **Thomas Sparico**, he confirmed that he had received some applications but could not confirm which ones. He told me that he would call me back after 4:00 p.m. the same day. I provided him with my telephone number. He did not return my call.

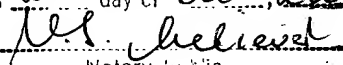
On December 10, 2001, I left another telephone message for **Thomas Sparico** requesting that he call me to inform me of the status of the documents mailed to him on November 20, 2001. I provided my telephone number in this message.

On December 17, 2001, I left another telephone message for **Thomas Sparico** requesting that he call me to inform me of the status of the documents mailed to him on November 20, 2001. I provided my telephone number in this message.

On December 20, 2001, I prepared and had mailed to **John Packes, Jr.** the cover letter marked as Exhibit K, along with another copy of the present application, Combined Declaration and Power of Attorney, Assignment and self- addressed stamped envelope for return to me.

As of today neither **John Packes, Jr.**, **Micheael Steib**, **Andrew Golden** nor **Thomas Sparico** have returned to me orginally executed and notarized documents pertaining to the present application.


Michael Brinton
December 28, 2001

Subscribed and sworn to before me
this 28th day of Dec., 2001

Notary Public
My Commission Expires Aug. 31, 2002

AFFIDAVIT OF JAMES JORASCH

I am employed by Walker Digital as the Vice President of Research & Development.

On September 14, 2001, I sent an email to **John Packes, Jr.** requesting that he come into the office to sign some documents prepared by senior patent paralegal Veronika Leliever. He indicated that he would be able to stop by the office to sign them.


On October 3, 2001, I sent another email to **John Packes, Jr.** requesting that he sign the documents.

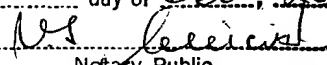
On or before October 13, 2001, I called **John Packes, Jr.** and left a message requesting that he come into the office to sign documents.

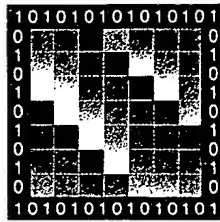
On October 13, 2001, I sent an another email to **John Packes, Jr.** requesting that he come into the office to sign the documents. I indicated that while we did not want to designate him as a hostile inventor, we would eventually have to do so if certain deadlines were not met. He confirmed that he had received the documents and indicated that he would be able to stop by the office to sign them.

On October 24, 2001, I sent another email to **John Packes, Jr.** requesting that he come into the office to sign the documents mailed to him. He again indicated that he would be able to stop by the office to sign them.

As of today, **John Packes, Jr.** has not signed any of the documents.


James Jorasch
December 28, 2001

Subscribed and sworn to before me
this 28th day of Dec., 2001.

Notary Public
My Commission Expires Aug. 31, 2002



WALKER
Digital

EXHIBIT A

Application Serial No. 09/930,717

Attorney Docket No. 00-065

September 7, 2001

COPY

Mr. John M. Packes, Jr.
21 Frankford Street
Hawthorne, NY 10532

Re: John M. PACKES, JR. et al.

**Titled: "SYSTEMS AND METHODS FOR AUTOMATED PLAY OF
LOTTERY GAMES"**

Dear John:

Enclosed please find a Declaration and Power of Attorney, Assignment of Rights, Title and Interest in Invention, and Application for the above-referenced case. Kindly sign and date, in blue ink, the Declaration and Power of Attorney and the Assignment where indicated with the post-it flags. Please remember that your signature on the Assignment must be notarized.

Upon execution, please return the documents in the self-addressed envelope provided for your convenience. Please note that the Application is for your reference only and is not to be returned. Should you have a need for assistance, please call me at (203) 461-7035.

Thank you for your cooperation.

Very truly yours,

Veronika
Veronika S. Lelièvre
Senior Patent Paralegal

*Hope you are keeping
well SP! V.*

Enclosures

VSL: MDB

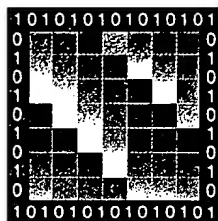


EXHIBIT B

Application Serial No. 09/930,717

Attorney Docket No. 00-065

WALKER
D i g i t a l

September 7, 2001

COPY

Mr. Michael F. Steib
308 E. 83rd Street
Apartment 1B
New York, NY 10028

Re: John M. PACKES, JR. et al.

**Titled: "SYSTEMS AND METHODS FOR AUTOMATED PLAY OF
LOTTERY GAMES"**

Dear Michael:

Enclosed please find a Declaration and Power of Attorney, Assignment of Rights, Title and Interest in Invention, and Application for the above-referenced case. Kindly sign and date, in blue ink, the Declaration and Power of Attorney and the Assignment where indicated with the post-it flags. Please remember that your signature on the Assignment must be notarized.

Upon execution, please return the documents in the self-addressed envelope provided for your convenience. Please note that the Application is for your reference only and is not to be returned. Should you have a need for assistance, please call me at (203) 461-7035.

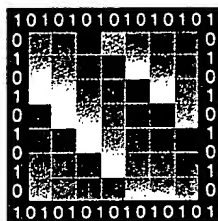
Thank you for your cooperation.

Very truly yours,

Veronika S. Leliever
Senior Patent Paralegal

Enclosures

VSL: MDB



WALKER
D i g i t a l

EXHIBIT C

Application Serial No. 09/930,717
Attorney Docket No. 00-065

September 7, 2001

Mr. Andrew P. Golden
444 Bedford Street
Apartment 2A
Stamford, CT 06901

COPY

Re: John M. PACKES, JR. et al.

**Titled: "SYSTEMS AND METHODS FOR AUTOMATED PLAY OF
LOTTERY GAMES"**

Dear Andrew:

Enclosed please find a Declaration and Power of Attorney, Assignment of Rights, Title and Interest in Invention, and Application for the above-referenced case. Kindly sign and date, in blue ink, the Declaration and Power of Attorney and the Assignment where indicated with the post-it flags. Please remember that your signature on the Assignment must be notarized.

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Thank you for your cooperation.

Very truly yours,

Veronika S. Leliever
Senior Patent Paralegal

Enclosures

VSL: MDB

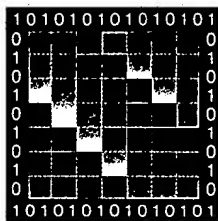


EXHIBIT D
Application Serial No. 09/930,717
Attorney Docket No. 00-065

WALKER
D i g i t a l

COPY

September 7, 2001

Mr. Thomas M. Sparico
252 E. 72nd Street
Apartment 23F
New York, NY 10021

Re: John M. PACKES, JR. et al.

**Titled: "SYSTEMS AND METHODS FOR AUTOMATED PLAY OF
LOTTERY GAMES"**

Dear Thomas:

Enclosed please find a Declaration and Power of Attorney, Assignment of Rights, Title and Interest in Invention, and Application for the above-referenced case. Kindly sign and date, in blue ink, the Declaration and Power of Attorney and the Assignment where indicated with the post-it flags. Please remember that your signature on the Assignment must be notarized.

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Thank you for your cooperation.

Very truly yours,

Veronika S. Leliever
Senior Patent Paralegal

Enclosures

VSL: MDB

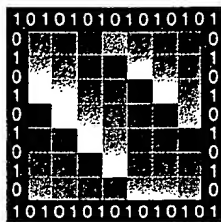


EXHIBIT E

Application Serial No. 09/930,717
Attorney Docket No. 00-065

October 4, 2001

~~September 7, 2001~~

WALKER
Digital

COPY

525 Mr. Thomas M. Sparico
~~252~~ E. 72nd Street
Apartment 23F
New York, NY 10021

Re: John M. PACKES, JR. et al.

**Titled: "SYSTEMS AND METHODS FOR AUTOMATED PLAY OF
LOTTERY GAMES"**

Dear Thomas:

Enclosed please find a Declaration and Power of Attorney, Assignment of Rights, Title and Interest in Invention, and Application for the above-referenced case. Kindly sign and date, in blue ink, the Declaration and Power of Attorney and the Assignment where indicated with the post-it flags. Please remember that your signature on the Assignment must be notarized.

Upon execution, please return the documents in the self-addressed envelope provided for your convenience. Please note that the Application is for your reference only and is not to be returned. Should you have a need for assistance, please call me at (203) 461-7035.

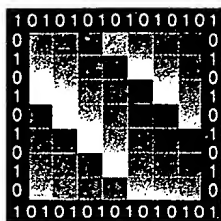
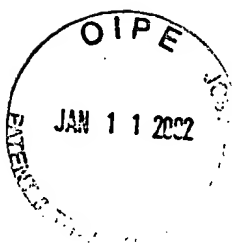
Thank you for your cooperation.

Very truly yours,

Veronika S. Leliever
Senior Patent Paralegal

Enclosures

VSL: MDB



WALKER
D i g i t a l

COPY

October 8, 2001

Michael F. Steib
308 East 83rd. Street
Apartment 1B
New York, NY 10028

**Re: Titled: "SYSTEM AND METHOD FOR AUTOMATED PLAY
 OF LOTTERY GAMES"**
Jay S. Walker et al.
Docket No.: 00-065

Dear Michael:

Enclosed please find a Declaration and Power of Attorney, Assignment of Rights, Title and Interest in Invention, and Application for the above-referenced case. These are the same documents I mailed to you on September 7, 2001. Kindly sign and date, in blue ink, the Declaration and Power of Attorney and the Assignment where indicated with the post-it flags. Please remember that your signature on the Assignment must be notarized.

Upon execution, please return the documents in the self-addressed envelope provided for your convenience. Please note that the Application is for your reference only and is not to be included in the self-addressed envelope.

In your telephone call of Friday, October 5, 2001, you indicated that you would not sign and return the above referenced documents until some issues regarding additional compensation from Walker Digital are resolved. I would like to draw your attention to the "Employee Confidentiality and Assignment Agreement" which you executed on February 14, 2000 as a condition for employment. I am confident that your review will assuage any concerns you may have had to date.

Should you have a need for assistance, please call me at (203) 461-7035. Thank you for your cooperation.

Very truly yours,

Veronika S. Leliever
Senior Patent Paralegal
Leliever@walkerdigital.com
Enclosures

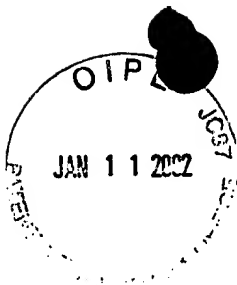
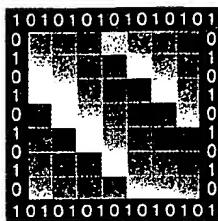


EXHIBIT G

Application Serial No. 09/930,717
Attorney Docket No. 00-065



October 15, 2001

Mr. Andrew P. Golden
444 Bedford Street
Apartment 2A
Stamford, CT 06901

WALKER
D i g i t a l

COPY

Re: **John M. PACKES, JR. et al.**

**Titled: "SYSTEMS AND METHODS FOR AUTOMATED PLAY OF LOTTERY
GAMES"; and**

Jay S. WALKER et al.

Titled: "SYSTEM FOR PROVIDING OFFERS USING A BILLING STATEMENT"

Dear Andrew: *Andy*

In furtherance of my two letters previously mailed to you, enclosed please find another set of the following documents for each of the above referenced cases: Declaration and Power of Attorney; Assignment of Rights, Title and Interest in Invention; and an Application complete with Figures. Kindly sign and date, in blue ink, the Declaration and Power of Attorney forms and the Assignments where indicated with the post-it flags. Please remember that your signature on the Assignments must be notarized.

Upon execution, please return the documents in the self-addressed envelope provided for your convenience. Please note that the Applications are for your reference only and are not to be returned.

Also, for your convenience I have enclosed executed copies of the Walker Digital Trade Secret Protection Program and E-mail, Internet and Computer Use Policy Acknowledgement and Employee Confidentiality and Assignment of Agreement. Should you have any questions or concerns, please call me at (203) 461-7035.

Thank you for your cooperation.

Very truly yours,

Veronika
Veronika S. Leliever
Senior Patent Paralegal

Enclosures

00-065 Patent Application with Figures; 00-065 Declaration and Power of Attorney; 00-065 Assignment of Rights, Title and Interest in Invention; 00-030 Patent Application with Figures; 00-030 Declaration and Power of Attorney; 00-030 Assignment of Rights, Title and Interest in Invention; Copy of Walker Digital Trade Secret Protection Program and E-mail, Internet and Computer Use Policy Acknowledgement; and Copy of Employee Confidentiality and Assignment Agreement.

VSL: MDB

Five High Ridge Park
Stamford, Connecticut 06905-1326
Telephone: (203) 461-7000
Facsimile: (203) 461-7300

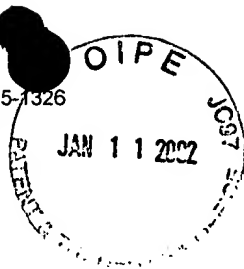


EXHIBIT H

Application Serial No. 09/930,717
Attorney Docket No. 00-065

**Walke
Corporation**

Fax

COPY

To: Michael Steib	From: Veronika S. Leliever
Fax: 212.664.7070	Pages: 9
Phone:	Date: October 17, 2001
Re: Employee Confidentiality Agreement	Phone: 203.461.7035

☐ Urgent ☒ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

• **Comments:**

Re: "EMPLOYEE CONFIDENTIALITY AND ASSIGNMENT AGREEMENT"

As per your request, enclosed please find for your review a copy of the "Employee Confidentiality and Assignment Agreement". Should you require further assistance, please do not hesitate to call me.

This facsimile is confidential and may contain legally privileged information. If you are not the intended recipient, you are hereby notified that any use, disclosure, copying or dissemination of this facsimile is strictly prohibited. If you have received this facsimile in error, please immediately notify us by collect telephone or facsimile and return the original to us by mail. Thank you.

V.S. Leliever

00-1595

**WALKER DIGITAL TRADE SECRET PROTECTION PROGRAM
AND E-MAIL, INTERNET AND COMPUTER USE POLICY
ACKNOWLEDGMENT**

I hereby acknowledge that I have received copies of the Walker Digital Trade Secret Protection Program and E-Mail, Internet and Computer Use Policy dated November 24, 1999.

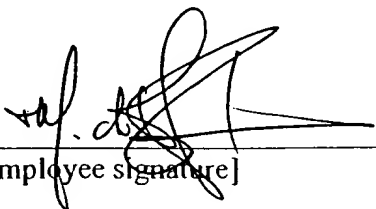
I also acknowledge that I will review these documents, that I am expected to follow the policies set forth in these documents, and that I will accept the consequences therein for any violation of these policies.

I also acknowledge that I will contact a Walker Digital attorney with any questions I might have about these documents. Such questions may be directed to Patrick Buckley at x6540, or to any other Walker Digital attorney.

2/14/00

[date]

By:


[employee signature]

MICHAEL STEIR

[employee name (printed)]

EMPLOYEE CONFIDENTIALITY AND ASSIGNMENT AGREEMENT

Walker Digital Corporation ("Walker Digital"), having a business at One High Ridge Park, Stamford, Connecticut 06905, and its affiliates including, without limitation, Walker Asset Management Limited Partnership and WALKER DIGITAL, LLC (together with Walker Digital, the "Walker Entities"), develops, purchases, and uses valuable Confidential Information (as hereinafter defined). It is vital to the current and anticipated business interests of the Walker Entities that all such Confidential Information be maintained in strict confidence and remain proprietary to the Walker Entities. It is also vital that inventions and discoveries made by employees of the Walker Entities be properly protected and that legitimate interests of the Walker Entities in such inventions and discoveries be preserved.

I am currently, or desire to become, employed by Walker Digital in a capacity in which I will receive or develop, or otherwise handle or be exposed to, Confidential Information. In consideration of my becoming employed by Walker Digital, or my continuing to be employed by Walker Digital (all such employment being at will and subject to any other ancillary agreement(s) which may be in effect), and the payment to me of a salary and/or other compensation during my employment, I agree, irrespective of any changes in the scope or nature of my employment (or my ceasing to be employed by Walker Digital), as follows:

1. Confidential Information

- 1.1. As used herein, "Confidential Information" means private, confidential, trade secret or other proprietary information (whether or not embodied or contained in some tangible form) relating to any actual or anticipated business of the Walker Entities or any research and development of the Walker Entities, or information suggested by or resulting from any tasks assigned to me or work performed by me for or on behalf of the Walker Entities. Confidential Information includes, but is not limited to, any information which, if kept secret, will provide one or more of the Walker Entities an actual or potential economic advantage over others in the relevant trade or industry, such as, but not limited to: formulae, compilations, computer programs and files, devices, methods, techniques, know-how, inventions, research and development, business data (including cost data), strategies, methods, prospects, plans and opportunities, customer lists, marketing plans, specifications, financial information, invention disclosures, patent applications (whether abandoned or not), techniques, products, services and research. For purposes of this Agreement, Confidential Information shall also include any information or material received in confidence by a Walker Entity from a third party, and/or information held in confidence by a third party and made available to me through the sharing of space, administrative support or other resources by the Walker Entities.
- 1.2. Except as required in performing my duties to Walker Digital or with the prior written authorization of Walker Digital, during the term of my employment and thereafter, I will not directly or indirectly use, disclose, disseminate or otherwise

reveal any Confidential Information for a period of five (5) years from my date of last exposure unless and only to the extent such Confidential Information becomes generally available to the public through no act or fault of mine. In the event that I am required by a court of law to disclose Confidential Information, I shall first (where practical) provide Walker Digital with notice and the opportunity to take appropriate action to preserve the confidential nature of the information.

- 1.3. I will not disclose to any of the Walker Entities, use in any such party's business, or cause any of the Walker Entities to use, any information which I have received in confidence from a third party, except to the extent permitted by such third party.

2. Inventions

- 2.1. As used herein, "Inventions" means inventions, discoveries, concepts and ideas, whether or not patentable, copyrightable, trademarkable, protectable as a mask work, or protectable as a trade secret including, but not limited to, any process, method, formula, article, composition, device, product, tool, machine, computer program, apparatus, appliance, design, drawing, practice, manufacture or technique, as well as any improvements thereto and know-how related thereto.

- 2.2. To the extent I am employed by Walker Digital in an executive, managerial, product or technical planning, technical, research, programming or engineering capacity (including development, product, systems, applied science or field engineering), I hereby agree to the following obligations concerning Inventions without payment to me of any royalty or further consideration therefor:

- 2.2.1. With respect to Inventions made or conceived by me (either solely or jointly with another or others), whether or not during my hours of employment or whether or not I actually used facilities, materials or personnel of the Walker Entities, for the duration of my employment by Walker Digital and for one (1) year thereafter, so long as such invention (a) is based on or related to Confidential Information, or (b) relates to any past, present or anticipated business of a Walker Entity, or (c) results from any actual work performed by me for a Walker Entity:

- 2.2.1.1. I shall promptly and fully inform Walker Digital of each such Invention in writing, setting forth in detail the procedures employed and the results achieved;

- 2.2.1.2. I hereby agree to and hereby do assign to WALKER DIGITAL, LLC or such other person as WALKER DIGITAL, LLC shall designate all of my rights, title and interest in each such Invention, including but not limited to applications for United States and/or foreign patents, and United States and/or foreign patents granted upon such Invention; and

2.2.1.3. I acknowledge that all copyrightable materials arising from Inventions created by me shall be considered works made for hire under the copyright laws of the United States and that these works shall, upon their creation, be owned exclusively by one or more of the Walker Entities. To the extent that any of these works may not be considered works made for hire for one or more of the Walker Entities under applicable law, I hereby assign to WALKER DIGITAL, LLC or its designee the ownership of all copyright rights in such works.

2.2.2. With respect to such Inventions made or conceived by me, at any time during and in perpetuity after my employment with Walker Digital:

2.2.2.1. I shall apply, at Walker Digital's request or at the request of such other entity as Walker Digital shall direct and expense, for United States and foreign patents or copyrights or other form of protection either in my name or otherwise as Walker Digital shall desire. To the extent that I am unable or unavailable or shall unreasonably refuse to sign any lawful or necessary document required in order for WALKER DIGITAL, LLC (or its designee) to apply for and obtain a patent or patents with respect to any work performed by me, I hereby irrevocably designate and appoint WALKER DIGITAL, LLC (or its designee) and its duly authorized officers and agents as my agent and attorney-in-fact to act for and on my behalf to execute and file any such applications, and to do all other lawfully permitted acts to further the prosecution and issuance of patents with the same legal force and effect as if executed by me; and

2.2.2.2. I shall acknowledge and deliver promptly to Walker Digital (or its designee), without charge beyond my then-current hourly rate as reasonably calculated for time spent, but at Walker Digital's (or its designee's) expense, such written instruments, and do such other acts, such as giving testimony in support of my inventorship, authorship or contribution, as may be reasonably necessary in the opinion of Walker Digital (or its designee) to obtain and maintain United States and/or foreign patents or copyright or other protection and to vest the entire right and title of same in WALKER DIGITAL, LLC (or its designee).

2.3. The Walker Entities shall have the royalty-free right to use, make and sell products, processes, and/or services derived from any Inventions which are conceived or made by me during the hours which I am employed by Walker Digital or with the use or assistance of the facilities, materials or personnel of one or more of the Walker Entities.

2.4. I will not, to the best of my knowledge, use, rely on, or incorporate any preexisting confidential information and/or Inventions, already owned by me or others, in any Invention, without first informing Walker Digital in writing and receiving Walker Digital's advance written permission to do so.

3. Excluded from my obligations under Section 2 above are the following Inventions:

_____. I cannot assign such Inventions to WALKER DIGITAL, LLC or its designee because of prior agreements with the following individuals or entities:

_____.

4. The following identifies all Inventions prior to my employment with Walker Digital in which I have any title or interest:

_____.

5. Upon termination of my employment with Walker Digital, for any reason, I shall leave with Walker Digital and/or return to Walker Digital all tangible property belonging to the Walker Entities including, without limitation, all documents, records, notebooks, data, reports, notes, compilations, computer files, data and programs, equipment, parts and tools and similar repositories or materials and any and all copies thereof.

6. I understand and agree that the terms of this Agreement are reasonable and necessary to protect the Walker Entities' respective business interests. I further agree that the Walker Entities would suffer irreparable losses if I violate the terms of this Agreement. Thus, in addition to any other rights or remedies, all of which shall be deemed cumulative, the Walker Entities shall be entitled to obtain injunctive relief to enforce the terms of this Agreement.

7. All my obligations under this Agreement shall be binding upon my heirs, assigns, and legal representatives.


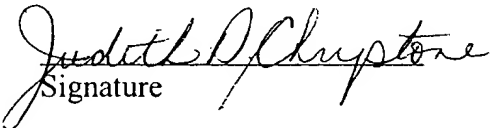
8. Walker Digital shall have the right to assign this Agreement to another Walker Entity or to a successor to all or substantially all of the business or assets of Walker or of any division or part of Walker Digital.

9. This Agreement supersedes and replaces any existing agreement, written or otherwise, entered into between or among me and the Walker Entities relating to the subject matter hereof, and no modification shall be valid unless in writing and signed by both me and a duly authorized representative of Walker Digital.

10. This Agreement shall be construed and enforced under the internal laws of the State of Connecticut.

11. In the event that any provision of this Agreement shall be held invalid or unenforceable by reason of the scope or duration thereof or for any other reason, such invalidity or unenforceability shall attach only to the particular aspect of such provision found invalid or unenforceable and shall not affect any other provision of this Agreement. To the fullest extent permitted by law, this Agreement shall be construed as if the scope or duration of such provision had been more narrowly drafted so as not to be invalid or unenforceable.

12. I acknowledge receipt of a copy of this Agreement.

<u>Michael Stolt</u>	<u></u>	<u>2/14/00</u>
Employee's Full Name (printed)	Employee's Signature	Date
<u>Judith D. Chrystone</u>	<u></u>	<u>2/14/00</u>
Witness' Name (printed)	Signature	Date

Guidelines For Handling Trade Secret And Confidential Information

Effective immediately and to ensure uniformity in our internal procedures, we have implemented a formalized program for handling Confidential Information (as hereinafter defined) belonging to Walker Digital Corporation ("Walker Digital") and its affiliates Walker Asset Management Limited Partnership., priceline.com Incorporated, Digital Restaurant Solutions, Priceline WebHouse and Perfect Yard Sale (together with Walker Digital, the "Walker Entities").

As used in this memo, "Confidential Information" means private, confidential, trade secret or other proprietary information of the Walker Entities as defined in the confidentiality agreement you are asked to sign in connection with your relationship with Walker Digital and/or as defined in the Walker Digital Trade Secret Protection Program. A copy of the Walker Digital Trade Secret Protection Program will be provided to all employees and also available upon request.

Employees and others exposed to Confidential Information will be expected to use reasonable care and diligence to protect the confidentiality and the proprietary nature of the Confidential Information. At a minimum, this will include the following:

1. All regular employees of Walker Digital will be required to sign an Employee Confidentiality and Assignment Agreement containing more detailed provisions concerning confidentiality and invention rights.
2. All non-regular employees working with Walker Digital, including consultants, independent contractors, and others associated or dealing with Walker Digital in a working relationship will be required to sign a similar agreement.
3. Any employee whose relationship with Walker Digital is terminating and who had access to Confidential Information will, to the extent practicable, be reminded of his/her ongoing confidentiality obligations with respect to such information.
4. To the extent practicable, all Confidential Information shall be marked as "Confidential Information", "Secret", "Proprietary" or by similar appropriate designation. Such markings apply to information generated on paper, computer disk, audio tape, and all other media. Also, to the extent practicable, any Confidential Information which is communicated orally will be identified as such, and where appropriate a follow-up writing will summarize or identify the substance of the Confidential Information in the oral communication.

5. It is understood that due to the nature of the Walker Entities' business endeavors, it may not be possible or practical in all instances to provide designations, writings or legends of the type described in paragraph 4. However, all employees, as part of and in the course of discharging their responsibilities, will safeguard and protect all Confidential Information with the same degree of care whether or not such designations or legends have been put in place.

6. Appropriate physical security measures shall be taken to protect the secrecy of Confidential Information, including, for example, securing documents containing Confidential Information in a locked receptacle when unattended or not being used. All Confidential Information will be discarded in a manner which maintains the secrecy of the information, such as, for example, by shredding documents containing Confidential Information.

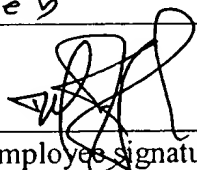
7. Disclosure of Confidential Information will be made only pursuant to the execution of an appropriate confidentiality or nondisclosure agreement. Both standard agreements for normal business use and any nonstandard agreements for exceptional circumstances shall be reviewed and approved by Intellectual Property Law counsel for the Walker Entities ("IP Law Counsel").

Please consult IP Law Counsel if you have any questions regarding this policy. Meanwhile, please acknowledge your understanding of the foregoing employee responsibilities by signing and dating below, and return the original of this document to IP Law Counsel. You should keep a copy for ready reference.

Acknowledged this 14 day of

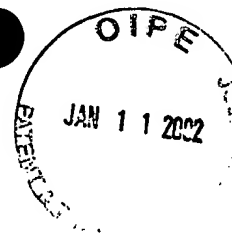
Feb 2000.

By


[Employee signature]

[Employee name (printed)]

*** TX REPORT ***



TRANSMISSION OK

TX/RX NO 2500
CONNECTION TEL 912126647070
SUBADDRESS
CONNECTION ID
ST. TIME 10/17 17:03
USAGE T 01'38
PGS. SENT 9
RESULT OK

Five High Ridge Park
Stamford, Connecticut 06905-1326
Telephone: (203) 461-7000
Facsimile: (203) 461-7300

**Walker Digital
Corporation**

Fax

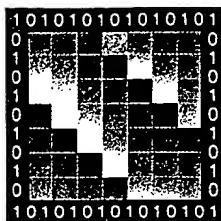
To: Michael Steib **From:** Veronika S. Leliever
Fax: 212.664.7070 **Pages:** 9
Phone: **Date:** October 17, 2001
Re: Employee Confidentiality Agreement **Phone:** 203.461.7035

☐ Urgent ☒ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

• **Comments:**

Re: "EMPLOYEE CONFIDENTIALITY AND ASSIGNMENT AGREEMENT"

As per your request, enclosed please find for your review a copy of the "Employee Confidentiality and Assignment Agreement". Should you require further assistance, please do not hesitate to call me.



WALKER
D i g i t a l

EXHIBIT I

Application Serial No. 09/930,717
Attorney Docket No. 00-065

October 23, 2001

Mr. Thomas M. Sparico
525 East 72nd Street
Apartment 23F
New York, NY 10021

COPY

**Re: "SYSTEM AND METHOD FOR AUTOMATED PLAY OF LOTTERY
GAMES"**

**Jay S. WALKER. et al.
Docket No. 00-065; and**

**"METHOD AND APPARATUS FOR ENTERTAINING CALLERS IN A
QUEUE"**

**Jay S. WALKER et al.
Docket No. 01-033**

Dear Tom:

Thank you for your prompt response and execution of the Assignment, Declaration and Power of Attorney for Walker Digital case number 00-065.

I regret the inconvenience of mailing these documents to you again, however your signature on the Assignment of Rights, Title and Interest in Invention *must be notarized* in order to be considered prima facie evidence of execution as submitted by Walker Digital. Kindly re-sign and date, in blue ink, the Assignment for case number 00-065 where indicated with the post-it flags, remembering that execution must be done in the presence of a notary public.

Additionally, I have enclosed a Patent Application with Formal Drawings, Assignment of Rights, Title and Interest in Invention, and Declaration and Power of Attorney for Walker Digital case number 01-033. Please follow the same instructions for this case as with 00-065, executing the Assignment, Declaration and Power of Attorney where indicated and remembering that the Assignment must be notarized.

Upon execution, please return the documents in the self-addressed envelope provided for your convenience. Please note that the Applications are for your reference only and are not to be returned to Walker Digital.

Thomas Sparico
October 23, 2001
Page 2

Once again, I apologize for any inconvenience this may have caused you. Should you have any questions or concerns, please call me at (203) 461-7035.

Thank you for your cooperation.

Very truly yours,



Veronika S. Leliever
Senior Patent Paralegal

Enclosures

00-065 Patent Application with Figures; 00-65 Assignment of Rights, Title and Interest in Invention; 01-033 Patent Application with Figures; 01-033 Assignment of Rights, Title and Interest in Invention; 01-033 Declaration and Power of Attorney; self addressed, postage-paid return envelope.

VSL: MDB

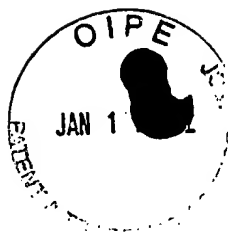
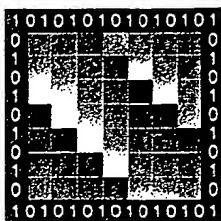


EXHIBIT J

Application Serial No. 09/930,717
Attorney Docket No. 00-065



WALKER
D i g i t a l

COPY

November 20, 2001

~~October 23, 2001~~

Mr. Thomas M. Sparico
525 East 72nd Street
Apartment 23F
New York, NY 10021

**Re: "SYSTEM AND METHOD FOR AUTOMATED PLAY OF LOTTERY
GAMES"**

Jay S. WALKER. et al.
Docket No. 00-065; and

**"METHOD AND APPARATUS FOR ENTERTAINING CALLERS IN A
QUEUE"**

Jay S. WALKER et al.
Docket No. 01-033

Dear Tom:

Thank you for your prompt response and execution of the Assignment, Declaration and Power of Attorney for Walker Digital case number 00-065.

I regret the inconvenience of mailing these documents to you again, however your signature on the Assignment of Rights, Title and Interest in Invention *must be notarized* in order to be considered prima facie evidence of execution as submitted by Walker Digital. Kindly re-sign and date, in blue ink, the Assignment for case number 00-065 where indicated with the post-it flags, remembering that execution must be done in the presence of a notary public.

Additionally, I have enclosed a Patent Application with Formal Drawings, Assignment of Rights, Title and Interest in Invention, and Declaration and Power of Attorney for Walker Digital case number 01-033. Please follow the same instructions for this case as with 00-065, executing the Assignment, Declaration and Power of Attorney where indicated and remembering that the Assignment must be notarized.

Upon execution, please return the documents in the self-addressed envelope provided for your convenience. Please note that the Applications are for your reference only and are not to be returned to Walker Digital.

Thomas Sparico
October 23, 2001
Page 2

Once again, I apologize for any inconvenience this may have caused you. Should you have any questions or concerns, please call me at (203) 461-7035.

Thank you for your cooperation.

Very truly yours,



Veronika S. Leliever
Senior Patent Paralegal

Enclosures

00-065 Patent Application with Figures; 00-65 Assignment of Rights, Title and Interest in Invention; 01-033 Patent Application with Figures; 01-033 Assignment of Rights, Title and Interest in Invention; 01-033 Declaration and Power of Attorney; self addressed, postage-paid return envelope.

VSL: MDB

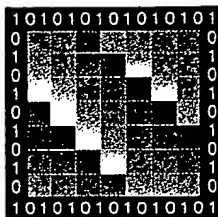


EXHIBIT K

Application Serial No. 09/930,717
Attorney Docket No. 00-065

December 20, 2001

Mr. John M. Packes, Jr.
21 Frankford Street
Hawthorne, NY 10532

WALKER
Digital

COPY

Re: John M. PACKES, JR. et al.

Titled: "SYSTEMS AND METHODS FOR AUTOMATED PLAY OF LOTTERY GAMES"

Walker Digital Case No.: 00-065; and

John M. PACKES, Jr. et al.

Titled: "DEVICE AND METHOD FOR PROVIDING PAYOUTS BASED ON ACTIVITY AND RANKS OF OTHER GAMING SESSIONS"

Walker Digital Case No.: 01-040

Dear John:

Pursuant to your email to me dated December 19, 2001, enclosed please find another set of documents containing a Declaration and Power of Attorney, Assignment of Rights, Title and Interest in Invention, and Application with figures for each of the above-referenced cases. Please sign and date, in blue ink, the Declaration and Power of Attorney and Assignment for each case where indicated with the post-it flags. Please remember that your signature on the Assignments must be notarized.

Upon execution, please return the documents in the self-addressed envelope provided for your convenience. Please note that the Applications are for your reference only and are not to be returned to Walker Digital. Should you have any questions or concerns, please call me at (203) 461-7246 or Veronika Leliever at (203) 461-7035.

Thank you for your cooperation.

Sincerely,

Michael D. Brinton
Patent Paralegal

Enclosures

00-065 Patent Application with Formal Drawings, 00-065 Assignment of Rights, Title and Interest in Invention, 00-065 Declaration and Power of Attorney, 01-040 Patent Application with Formal Drawings, 01-040 Assignment of Rights, Title and Interest in Invention, and 01-040 Declaration and Power of Attorney

CC: Veronika Leliever
James Jorasch